



MM Technics

**CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (the “Agreement”) dated as of \_\_\_\_\_ is between:

**MM Technics LP**, located at 145 Mid Carolina Ct, Prosperity, SC 29127 (“MMT”)

**-and-**

**Company Name**, located at \_\_\_\_\_ (“Recipient”)

MM Technics LP and Recipient are referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, MMT wishes to disclose and Recipient wishes to receive confidential information of MMT in connection with **MMT’s corporate financial information** (the “Project”); and

WHEREAS, Recipient may desire to participate in meetings involving the disclosure of such information arising out of or related to the Project and may participate in other circumstances where such proprietary or confidential information of MMT may be made available to Recipient in connection with the Project;

WHEREAS, the release to third parties or to the public of such confidential information could be detrimental to MMT’s interests;

NOW, THEREFORE, in consideration of the undertakings as set forth in this Agreement, the Parties agree as follows:

**ARTICLE 1 – CONFIDENTIAL INFORMATION**

For the purpose of this Agreement, “Confidential Information” shall mean any and all information and data, disclosed directly or indirectly by or on behalf of **MM Technics LP** to Recipient in whatever form, (including orally, electronically or in written form), whether furnished or learned before or after the date of signature of this Agreement, in connection with or related to the Project.

The term “Confidential Information” shall include any information or data of scientific, technical, technological, social, commercial, financial, legal nature or of any other nature whatsoever, whether protected by intellectual property rights or not, such as but not limited to plans, drawings, specifications, processes, know-how, design, methods, studies, software, or names of clients or partners.

**ARTICLE 2 – USE AND NON-DISCLOSURE OF CONFIDENTIAL INFORMATION**

Recipient commits to preserve at all times the confidential nature of the Confidential Information.

Particularly, the Recipient commits to comply with the following:

- 2.1 Not disclose in whole or in part, directly or indirectly, Confidential Information to any third party without **MMT** prior written consent; Should **MMT** provide its consent, Recipient shall only disclose Confidential Information to third parties who specifically agreed in advance and in writing to comply with the provisions of this Agreement or to be bound by similar, but no less stringent, provisions.



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Recipient shall in any case remain responsible towards **MMT** for the compliance of such third parties with all obligations deriving from this Agreement.

- 2.2 Not to circulate Confidential Information to any of its employees, or other authorized third parties and as defined here-above other than on a strict “need-to-know” basis and for the purposes of the Project only.
- 2.3 Not use or copy any of the Confidential Information for any other purpose than the Project.
- 2.4 Keep on all the Confidential Information provided in written form all the confidential or proprietary marking, if any, including, if any, on all authorized copies thereof.
- 2.5 Treat Confidential Information in the same manner, and with at least the same degree of care, as it treats its own confidential information, but in any event with no less care so as to prevent any unauthorized access to, or use or disclosure or copy of, the Confidential Information.
- 2.6 At any time, upon written request from **MMT**:
  - ° Provide a list of all the personnel who has or had access to the Confidential Information
  - ° Return without delay all or part of the Confidential Information provided by **MMT** together with a detailed list of the returned Confidential Information;
  - ° Destroy, and certify in writing the destruction, all the documentation that includes Confidential Information and send to **MMT** the detailed list of the destroyed documentation.

### **ARTICLE 3 – EXCEPTIONS**

The obligations of Recipient under Article 2 shall not apply to any portion of Confidential Information, where Recipient is able to document that such specific portion of Confidential Information:

- 3.1 Is now, or subsequently becomes, generally available to the public by publication or otherwise through no act or failure to act on the part of Recipient in accordance with the provisions of this Agreement; or with any other confidentiality agreement entered with any third party
- 3.2 Is lawfully received from a third party who is not, to Recipient’s knowledge, directly or indirectly, bound by confidentiality obligations towards **MMT**; or
- 3.3 Was independently developed by Recipient without any use of Confidential Information provided by **MMT**.

For avoidance of doubt, the fact that only part or a combination of individual characteristics of Confidential Information is embedded in broader information available to the public or in possession of the Recipient is not enough so that such Confidential Information falls under one of the exceptions referred hereinabove.

Recipient will notify **MMT** in writing, as much in advance as is reasonably possible, of its need to make any disclosure of Confidential Information as may be required by law in response to a valid order by a court or other governmental body, or in connection with any legal proceeding.

Such notification shall specify the nature and the extent of the requested Confidential Information.



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Recipient shall make its best efforts and shall cooperate with MMT, to the extent feasible, in order to prevent such disclosure or limit the content and the quantity of Confidential Information disclosed; Recipient shall, at Disclosing Party's expense, particularly support Disclosing Party's efforts to seek such protective orders or similar protections with respect to such disclosure as Disclosing Party may elect to pursue.

### **ARTICLE 4 – NO WARRANTY; LIABILITY**

- 4.1 MMT makes no warranty or representation, express or implied, with respect to the accuracy, completeness, or usefulness of the Confidential Information. MMT shall determine at its sole discretion what confidential information it discloses.
- 4.2 Recipient shall be exclusively responsible and liable for and shall indemnify and hold harmless MMT and its suppliers and subcontractors of any tier for any liabilities or damages resulting from any misuse of Confidential Information furnished hereunder.
- 4.3 Recipient acknowledges that any breach of this Agreement may cause MMT irreparable harm for which money damages would be both incalculable and an insufficient remedy. Accordingly, Recipient agrees that in the event of any breach or threatened breach of this Agreement, MMT, in addition to any other remedies at law or in equity it may have, shall be entitled to seek equitable relief, including injunctive relief, specific performance and other equitable remedies without proof of monetary damages or the inadequacy of other remedies. MMT shall not be required to post a bond or other security to do so.

### **ARTICLE 5 – OWNERSHIP OF CONFIDENTIAL INFORMATION**

Subject to third parties' rights, all Confidential Information furnished to Recipient shall remain the property of MMT. The disclosure of Confidential Information under this Agreement shall not be construed as granting Recipient any rights under any patent or any other intellectual property rights in the Confidential Information.

Nothing in this Agreement shall be construed as a waiver by MMT to protect its Confidential Information through patents or any other intellectual property rights.

Recipient commits particularly not to file any request of intellectual property rights in any county whatsoever containing all or part of all the Confidential Information received under this Agreement.

### **ARTICLE 6 – EXPORT CONTROL**

The Parties agree to abide by such export control laws and regulations that may be applicable to the disclosure or receipt or re-exportation of Confidential Information and/or of information or equipment developed with the Confidential Information.

### **ARTICLE 7 – TERM**

This Agreement shall remain valid for five (5) years. Notwithstanding the foregoing, the confidentiality obligations under this Agreement shall survive its termination.

### **ARTICLE 8 - MISCELLANEOUS**

- 8.1 This Agreement shall not be construed to create an obligation by MMT to enter into a contract, subcontract or other business relationship.



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- 8.2 No amendment or assignment of this Agreement shall be valid or of any force and effect unless reduced to writing and signed by duly authorized representatives of the Parties.
- 8.3 Each provision of this Agreement is severable and if any provision is determined to be invalid, unenforceable or illegal under any existing or future law by a court or an arbitrator having any jurisdiction, or by operation of any applicable law, this invalidity, unenforceability or illegality does not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.
- 8.4 This Agreement constitutes the entire agreement and understanding between the Parties with respect to the Confidential Information and all prior discussions, negotiations, and understandings are merged herein and superseded.
- 8.5 Nothing herein shall be construed to require MMT to disclose any specific Confidential Information to Recipient.

## **ARTICLE 9 – LAW – DISPUTE**

- 9.1 This agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without application of any conflict of law provision that would apply the law of another jurisdiction.
- 9.2 Any dispute related to the validity, interpretation and performance of the Agreement shall be exclusively settled by the courts of South Carolina having jurisdiction pursuant to the nature of the dispute, including in summary proceedings and other emergency measure.
- 9.3 This Agreement may be executed in multiple counterparts, which taken together shall constitute an original without the necessity of both Parties signing the same page. Transmission of images of signed signature pages by facsimile, email attachment or other electronic means shall have the same effect as the delivery of manually signed documents in person.

**MM Technics, LP**

**Company Name (Recipient)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Christian Voss

Name: \_\_\_\_\_

Title: General Manager

Title: \_\_\_\_\_